The Center for
Outcomes Based Contracting™
at the Southern Education Foundation

Outcomes Based Contracting (OBC)

High-Dosage Tutoring
Exemplar Contract

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SECTION A: PREAMBLE

This Agreement ("this Agreement" herein) is made and entered into effective October 1, 2023 (the "Effective Date"), and is by and between [DISTRICT] and [PROVIDER]. The District and Contractor both herein individually recognize they may be referred to as a "Party" and collectively as the "Parties".

BACKGROUND: The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's School Board and administrators. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District.

The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District covers 850 square miles and operates 197 schools. The District serves approximately 129,000 students (the student population changes annually). It is the second largest employer in the city with approximately 11,000 full time staff (approximately 7,800 teachers) across 1 Pre-k center, 97 elementary schools, two K-8 schools, 23 middle schools, two 6-12 schools, 19 high schools, 4 exceptional student centers, 1 virtual school, 4 alternative schools, 44 charter schools, and additional administrative facilities.

WHEREAS, the District is in need of high-impact tutoring services to improve student outcomes in mathematics. This is evident through analysis of historical data and the Spring 2023 administration of the Florida Assessment of Student Thinking (F.A.S.T.) and can be addressed through this intervention based on national and Provider-specific data demonstrating the effectiveness of addressing academic learning needs through high impact tutoring services.

WHEREAS, the District, as demonstrated through the middle school math proficiency focus in the 2030 Strategic Plan, is committed to the success of all students and is implementing high impact tutoring for mathematics in 7 middle schools to ensure algebra readiness for, students enrolled in M/J Grade 7 Mathematics and M/J Grade 8 Prealgebra and scored a Level 1 or 2 on the Spring 2023 administration of the Florida Assessment of Student Thinking (F.A.S.T.). This service will support improving student performance in middle schools to assist students who are scoring below benchmark with the math proficiency goal.

WHEREAS, this Agreement is structured as an outcomes based contract that includes base payments paid upon the execution of this Agreement and contingent outcomes payments tied to success. Outcomes based contract (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment (for providing services) and contingent payments tied to achieving stipulated outcomes;

WHEREAS, the Contractor is interested in and capable of performing the desired Services for the District and the District desires to have the Provider perform the Services;

WHEREAS, the parties therefore wish to set forth this understanding in writing in this Agreement.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

SECTION B: TERMS AND DEFINITIONS

1. DEFINITIONS

The Outcomes Based Contracting terms below will be referenced throughout this Agreement.

All-Inclusive Pricing: Costs are presented as an "all in" price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes.

Base Payment: The maximum contract amount available for minimum service delivery.

Customer Success Manager: A point-of-contact from the Provider who is responsible for the overall partnership health and accountable for the ongoing implementation.

Contingent Outcomes Payment: Payments that are earned only as students achieve the agreed upon outcomes.

Dosage: The research-backed frequency, duration, and consistency of tutoring sessions prescribed to optimize student learning outcomes, ensuring that students receive the necessary instructional support to achieve measurable academic gains.

High-Dosage Tutoring: substantial time each week of required tutoring, sustained and strong relationships between students and their tutors, close monitoring of student knowledge and skills, alignment with school curriculum, and oversight of tutors to assure quality interactions.

Implementation Success Plan: A comprehensive plan designed and driven by the provider with input from the district. This plan may include but is not limited to a description and timeline of professional learning, support of a success manager, a continuous improvement process, ongoing coaching, on-demand resources, and tech support. This plan is in service of articulating the responsibilities for all parties to improve implementation and drive towards agreed-upon student outcomes.

Outcome Payment Cap: The maximum amount paid for each payment outcome in aggregate.

Mutual Accountability: Agreed-upon commitments made between a district and provider, ensuring each party is responsible for the achievement of student outcomes.

Payment Outcomes: Indicators of student success that are tied to payment.

Price per Outcome: The amount paid per student for each payment outcome achieved.

Process Outcomes: Indicators of student success and program implementation that are used to inform ongoing learning and continuous improvement but are not tied to payment.

Professional Learning Plan: Baked into the all-inclusive pricing, equips educators with the knowledge and strategies to effectively support students using the program, ensuring ongoing training at no additional cost if further professional learning is needed.

SECTION C: BACKGROUND

Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. This outcomes based contract includes upfront base payment and contingent outcomes payments for achieving stipulated individual student outcomes.

A focus on outcomes means the resulting contract will not detail exactly how services are provided. The Provider is entering into an outcomes based contract with the District, wherein 50% of the overall contract value will be contingent on meeting the agreed-upon student outcomes. The contract will allow the Provider the flexibility to adjust services to meet student needs better and help them achieve priority outcomes, including tailoring services to meet the diverse needs of different students.

The District seeks a research-based tutoring intervention that is consistent with the findings on effective practices for high-dosage tutoring, (e.g., group size; tutor consistency; frequency / duration; schedule; tutor preparation and coaching / development; data-informed; material / curriculum quality, rigor, and alignment). Based on the District's due diligence, the scholarship shared by Provider proves to meet this requirement.

The Program aims to improve student outcomes in middle school mathematics as it relates to algebra readiness; while increasing future access to upper-level mathematics courses. Through an outcomes based contract, the District and the Provider will work together to increase student growth and proficiency for the targeted group of students ("the Program" herein).

SECTION D: PROGRAM SCOPE

1. LENGTH OF PROGRAM

The Program will run approximately 25 weeks, from October 1, 2024 through June 30, 2025, excluding district/state testing windows and holidays. The District plans to implement the service as aligned to Provider's research which recommends 45- minutes, twice a week, for the identified student population.

2. PROGRAM SIZE AND STUDENT POPULATION

The District will identify the participating students and ensure they can attend at least 80% of sessions. The Program will serve 1,250 students. Information about the likely student population is included below. The District shall utilize the Spring 2023 administration of the Florida Assessment of Student Thinking (F.A.S.T.), attendance history, and demographic data to determine baseline data and eligibility for participating students. The District shall determine which students will participate in the Program based on the eligibility requirements. However, note that the makeup of the participating student population finalized by the District and the Provider may not match the table below precisely.

Grade Level of Students	Rising 7th & 8th Grade Math students
Characteristics of Students	*English Language Learners*
Participating School Sites	Seven *middle schools (A, B, C, D, E, F, and G))*
Course Enrollment	*Enrolled in M/J Grade 7 Mathematics or M/J Grade 8 Pre Algebra*
Selection Criteria	• *A previous score of Level 1 to 2.2 on the 2023 Spring Math F.A.S.T.* • *Must have a current average daily attendance rate of at least 80%*

Historical Baseline Data	• *% of students achieving an SGP of 50+ on the MOY administration of the Star Math Assessment*
	  ○ *Grade 7- 42%*
	  ○ *Grade 8- 48%*
	• *% of students achieving an SGP of 66+ on the MOY administration of the Star Math Assessment*
	  ○ *Grade 7- 38%*
	  ○ *Grade 8- 31%*
	• *% of students improving by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.*
	  ○ *Grade 7- 40%*
	  ○ *Grade 8- 46%*

**The following contract is a sample and modeled off of real contracts from Duval County Public Schools, Fresno Unified School District, and Uplift Education. For more contracting resources, including the Standards of Excellence by The Center for Outcomes Based Contracting, visit [OBC District Toolkit Archives - Outcomes Based Contracting](#).*

	● *% of students achieving a Level 3 or higher on Spring Administration of F.A.S.T (PM3)* ○ *Grade 7- 36%* ○ *Grade 8- 28%*
Estimated Total Number of Students	*Number of students participating by school site (7 sites in total):* ● *School A (220)* ● *School B (235)* ● *School C (190)* ● *School D (174)* ● *School E (155)* ● *School F (152)* ● *School G (124)*

SECTION E: PERFORMANCE METRICS

This section documents the outcomes and performance metrics that will be measured throughout the Program period. Outcomes based contracting represents a fundamental shift in how services are paid for, away from tying payments to the cost of service delivery towards paying for the outcomes.

1. PAYMENT OUTCOMES & METRICS

The table below outlines the outcomes that will be tied to payment, the metrics that will be tracked to assess outcomes achievement, and the timeframe of when they will be assessed. The Provider is entitled to send a representative to observe the assessment administration, as applicable and appropriate.

Payment Outcome	Metric	Assessment Timeframe
Payment Outcome 1: Typical Growth	Student achieves an SGP of 50+ on the MOY administration of the Star Math Assessment	January 9 - January 26
Payment Outcome 2: High Growth	Student achieves an SGP of 66+ on the MOY administration of the Star Math Assessment	May 1 -May 31
Payment Outcome 3: F.A.S.T. EOY Growth (PM3)	Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.	May 1 - May 31
Payment Outcome 4: F.A.S.T. EOY Proficiency (PM3)	Student achieves a Level 3 or higher on Spring Administration of F.A.S.T (PM3)	May 1 -May 31

2. PROCESS OUTCOMES AND METRICS

Along with using Payment Outcomes to evaluate Program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. The District will partner with the Provider to collect and analyze process outcomes to learn and continuously improve the design and implementation of instructional services.

Process outcomes may include additional data that the Provider will collect or may be measured by existing data and assessments that the school and District can access and share. Below is a list of process outcomes agreed upon by the District and Provider*:

Process Outcome	Metric	Data Collection Timeframe
Student session attendance	Student maintains an average session attendance rate of 80%	Weekly, Beginning 10/14/24; Ending 5/30/25
Tutor-Student match rate	Student is matched with the same tutor for at least 80% of total sessions	Weekly, Beginning 10/14/24; Ending 5/30/25
Session Exit Tickets	Student maintains an average session exit ticket score of 80%	At the end of each session, Beginning 10/7/24; Ending 5/30/25
Student Session Satisfaction Surveys	Student reports at least 80% satisfaction with the platform	Quarterly, Beginning 10/31/24; Ending 5/30/25
Teacher Satisfaction Surveys	Teacher reports at least 80% satisfaction with the platform and services	Quarterly, Beginning 10/31/24; Ending 5/30/25

* This list is subject to change

SECTION F: PAYMENT STRUCTURES

The Parties agree the District will compensate the Provider a Program fee (herein a "Program fee") for the Services herein performed in a not to be exceeded, maximum indebtedness amount of one million, seven hundred thousand and 00/100 dollars ($1,700,000.00). The Program fee is composed of the combination of a) the Total Base Payment and b) the Total Contingent Outcomes Payments.

Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes. Wraparound services like project management, curriculum development, technology support, etc, are baked into the per-student price.

Costs cover the necessary implementation for Provider to meet contingent payment outcomes based on their research and to support fidelity of implementation. Provider is not to charge the District for any additional measures needed to meet outcomes. The current costs are based on 1,250 students. The final cost will be determined and scaled based on the total number of rostered students.

1. BASE PAYMENT. The Total Base Payment component of the Program Fee is determined by the participating students which have been rostered and scheduled for tutoring services.

The Total Base Payment will be calculated by the number of active student participants as agreed upon by the Provider, school, and District within the first 45 days of instructional services. The Parties understand and agree that a Base Payment will be no greater than $680.00 per student pursuant to Section 3 - Rate Card table herein and under no circumstances shall the Total Base Payment exceed the maximum indebtedness amount of eight hundred, fifty thousand dollars ($850,000.00) for all Base Payments under this Agreement. Base Payments will be made within 30 days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g., instructional services were delivered.

2. CONTINGENT PAYMENT. Payments other than the Base Payment are collectively the "Contingent Outcomes Payments." These make up 50% of the total contract value. The Contingent Outcomes Payments will be calculated based on the number of active student participants as agreed upon by the Provider, school, and District within the first 45 days of instructional services limited by associated outcomes caps within Section 3 - Rate Card table herein.

The Parties understand and agree that under no circumstances shall the Total Contingent Outcomes Payments exceed the maximum indebtedness amount of eight hundred, fifty thousand dollars ($850,000.00) for all Contingent Outcomes Payments under this Agreement, unless mutually agreed upon by the Parties pursuant to Section K, subsection 4, herein.

3. RATE CARD. The District has developed the following rate card based on total budget, willingness to pay for specific outcomes, expected student achievement, and research on provider costs.

Rate Card			
Outcomes	**Metric**	**Price Per Student**	**Outcome Payment Cap**
Payment Outcome 1: Typical Growth	Student achieves an SGP of 50+ on the MOY administration of the Star Math Assessment	$113	$85,000
Payment Outcome 2: High Growth	Student achieves an SGP of 66+ on the MOY administration of the Star Math Assessment	$453	$170,000
Payment Outcome 3: F.A.S.T. EOY Growth (PM3)	Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.	$680	$255,000
Payment Outcome 4: F.A.S.T. EOY Proficiency (PM3)	Student achieves a Level 3 or higher on Spring Administration of F.A.S.T (PM3)	$850	$340,000
Base Payment			
Base Payment	Paid on services rendered;	$680	$850,000
Total		$2,776	$1,700,00

4. BASE PAYMENT TIMETABLE. Invoicing for base payment will be recorded and submitted by the Provider based on the agreed upon amount with pay of up to $680 per student for 48 sessions. Payments will be made within 30 days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period.

Base Payment Timetable							
Month	**Oct**	**Nov**	**Dec**	**Jan**	**Mar**	**Apr**	**May**
Base Payment	$126	$116	$45	$45	$126	$96	$126
Approximate Number of Sessions	9	8	4	4	9	6	9

**The following contract is a sample and modeled off of real contracts from Duval County Public Schools, Fresno Unified School District, and Uplift Education. For more contracting resources, including the Standards of Excellence by The Center for Outcomes Based Contracting, visit [OBC District Toolkit Archives - Outcomes Based Contracting](#).*

5. CONTINGENT PAYMENT TIMETABLE. Contingent Payments shall be paid based on the Payment Outcome Timetable below. The Provider will invoice the District for the contingent payments according to the reports provided by Accountability and Assessment . District Purchasing Services will administer payment based on the rate card and validated data and per the invoice provided by the Provider within 30 days of receipt. More information on the anticipated funding schedule for this Contract describing payments to be received from the District is set forth in the Data Elements Table included in Section G.

Payment Outcome 1 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**
Assessment is administered	Individual school sites	January 9 - January 26
Data validation of Star Math MOY Typical Growth	District Academic Services Accountability & Assessment Team	February 2
Star Math MOY Typical Growth data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	February 9
Payment administered based on rate card and validated data	District Purchasing Services	March 15

Payment Outcome 2 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**
Assessment is administered	Individual school sites	January 9 - January 26
Data validation of Star Math MOY High Growth	District Academic Services Accountability & Assessment Team	February 2
Start Math MOY High Growth data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	February 9
Payment administered based on rate card and validated data	District Purchasing Services	March 15

Payment Outcome 3 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**
Assessment is administered	Individual school sites	May 1 - May 31

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Data validation of F.A.S.T. EOY Growth (PM3)	District Academic Services Accountability & Assessment Team	June 7
F.A.S.T. EOY Growth (PM3) data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	June 14
Payment administered based on rate card and validated data	District Purchasing Services	June 28

Payment Outcome 4 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**
Assessment is administered	Individual school sites	May 1 - May 31
Data validation of F.A.S.T. EOY Proficiency (PM3)	District Academic Services Accountability & Assessment Team	June 7
F.A.S.T. EOY Proficiency (PM3) data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	June 14
Payment administered based on rate card and validated data	District Purchasing Services	June 28

6. FEDERAL FUNDING FORMS

The District may utilize federal funds for any portion of its payment pursuant to this Agreement; therefore, upon execution of this Agreement from the District, the Contractor agrees to execute and deliver to the District, the following provided Federal Forms, herein referenced and incorporated as **Exhibit C:** (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non- Collusion Affidavit.

SECTION G: DATA REPORTING AND SECURITY

The District and the Provider acknowledge that the program's effectiveness relies on sharing of data to make timely decisions and payments. The Data Elements table below outlines the data elements for each metric and who will be responsible for collecting and sharing the data.

Data Element	Purpose	Timeline/Frequency	Responsible for Data Collection, Sharing, & Analysis
F.A.S.T. (PM2)	Payment Metric	February 2	District Teams-Academic Services, Accountability & Assessment Team
F.A.S.T. (PM2)	Payment Metric	June 7	District Teams-Academic Services, Accountability & Assessment Team
Student Attendance	Process measure	Weekly	Provider
Tutor-Student Match Rate	Process measure	Weekly	Provider
Session Exit Tickets	Process measure	After every session	Provider
Student Satisfaction Surveys	Process measure	Quarterly	District Teams-Academic Services, Accountability & Assessment Team
Teacher Satisfaction Surveys	Process measure	Quarterly	District Teams-Academic Services, Accountability & Assessment Team

1. DATA PRIVACY AND SECURITY COMPLIANCE. Provider shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding the privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

2. SCHOOL OFFICIAL. To the extent the Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a "school .official" within the meaning of FERPA. The provider will be under the direct control of the District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. The Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.

3. DATA SECURITY. Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

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SECTION H: ACCOUNTABILITY MECHANISMS

OBC requires increased coordination between districts and providers and a strong partnership between the District and the Provider is essential to student success. Both parties agree to be held mutually accountable for achieving the outcomes articulated in this contract.

1. DISTRICT REQUIREMENTS

A. The District is responsible for providing the accommodations to enable the virtual 1:1 high impact tutoring to occur. This includes District responsibilities as agreed to by the District and the Provider. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations.

B. The District is responsible for maintaining an 80% student attendance average. Should the Provider be unable to serve students based on an 80% attendance rate for a total of 46 sessions effectively due to a lack of district compliance with reasonable requests, the District will be responsible for making the outcome based payments for all students affected up to the outcomes caps articulated in the rate card. Should the District be unable to continue to ensure the attendance of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of non-attending students with those who meet the criteria for participation as outlined in the Program Size and Student Population section.. The standard timeline for substitution of students will occur by November 1, 2024. Only the new student's outcomes will count for the purposes of calculating Contingent Payments. Base payments for the non-attending student will cease and begin for the new students the following month.

C. The District is responsible for ensuring certain conditions exist to enable the technology platform and services to successfully support students.

- The District is required to ensure students can access the platform, meeting hardware, software and bandwidth requirements stated by the Provider.
- The District is required to ensure students access the technology platform and services, as prescribed by the minimum dosage requirements of the Provider, including a “start by” date and a total duration (e.g. number of weeks) of the program.
- The District is required to share student attendance, performance, and other student data, as allowable by state and federal law, to enable the Provider to provide instructionally appropriate content to students. These will be available bi-weekly to the core members of the Continuous Learning Team.
- For any student who falls below an attendance average of 80%, the District may be required to pay both base and outcome payment(s) for that student for a given timeframe (e.g. first semester, before winter break) up to the amount of the outcomes payment caps articulated in the rate card.
- Should the District be unable to continue to ensure the attendance of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of non-attending students. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment applies. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations.

D. Additionally, the District should ensure 90% or more of participating team members attend all teacher and admin Professional Learning Sessions as outlined below (Provider Requirements).
E. Should the District fail to adhere to the Implementation Success Plan, including providing necessary support for professional learning, ensuring engagement with a success manager, or participating in the continuous improvement process, the District and Provider may mutually agree to implement corrective measures. These measures may include, but are not limited to:
    - The District will submit a corrective action plan to the provider within 10 business days outlining steps to fulfill its responsibilities in the Implementation Success Plan. This may include strategies for improving district participation in professional learning, engagement in program oversight, and responsiveness to provider requests for data or feedback.
    - If unforeseen circumstances prevent the District from fully engaging in the plan's implementation, the District must establish an alternative strategy, such as assigning additional personnel to oversee implementation or revising internal workflows to ensure timely communication and decision-making.
    - If the District's failure to follow the Implementation Success Plan results in disruptions to service delivery for 30 days , the Provider may request adjustments to payment terms to account for the delays caused by the District's noncompliance.
    - In cases where the District faces extenuating circumstances (e.g., leadership transitions, funding delays, unexpected staffing shortages), the District and Provider may mutually agree to alternative accountability measures that ensure continued progress toward implementation goals without penalizing either party unfairly.

2. PARTICIPATING STUDENTS

- The District will have a two-week window from the start of the program to finalize the roster of participating students; ending October 14, 2024. During this window, the District may add or remove students from the program, in accordance with the student population description. Additional base payment will be calculated and paid at the conclusion of this window.
- Any student who is included in the final roster for accessing the technology platform and tools who meets the contingent outcomes will count for the purposes of calculating Contingent Payments.
- The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number.
- Should the District be unable to continue to ensure the participation of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of nonparticipating students. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment applies.
- For any student who is participating but for whom an assessment score is not available for determining outcome payment(s), the District will be responsible for outcome payments for all impacted students.

3. PROVIDER REQUIREMENTS.

A. The Provider is responsible for providing quality tutoring services for mathematics throughout the length of the Program. This includes provider responsibilities as agreed to by the District and Provider. The Provider must also ensure that it provides timely reporting, communication, responsiveness, and collaboration with the District's requests.

In order for the Provider to obtain an outcome payment for a student, Provider must meet the following minimum service requirements for that student:

- 1:1 virtual tutoring
- Two- 45 minutes sessions per week during the school day
- Ensure tutor consistency, such that students have the same tutor for at least 80% of tutoring sessions any adjustments to groupings occur sparingly and strategically (based on the research about effective high-impact tutoring). Should the Provider be unable to ensure tutor consistency, such that students retain the same tutor for at least 80% of tutoring sessions and that any adjustments to groupings occur sparingly and strategically, the District and Provider may mutually agree to implement corrective measures. These measures may include, but are not limited to:
    - If tutor consistency falls below 80% for a given student for two consecutive months, the District may withhold the contingent payments corresponding to the affected student, until the Provider demonstrates corrective actions have been implemented.
    - The Provider will track and report tutor consistency rates- accountable for 80% consistency- monthly to the District, including justifications for any tutor changes and their alignment with research-based high-dosage tutoring practices.
    - The Provider will submit a plan within 10 business days outlining steps to restore tutor consistency, including tutor reassignment strategies and contingency plans for mitigating disruptions to student learning.

B. The Provider is responsible for providing its education technology platform, tools, and services for the intended student population throughout the length of the Program. This includes but is not limited to the following responsibilities:

- Design and drive an Implementation Success Plan, which includes but is not limited to:
    - professional learning for variety of audiences (e.g., teachers, school administrators, district leaders)
    - a success manager
    - a continuous improvement process
    - office hours to support implementation and troubleshoot issues
- Should the Provider fail to design and drive an Implementation Success Plan—including professional learning, a success manager, and a continuous improvement process—the District and Provider may mutually agree to implement corrective measures. These measures may include, but are not limited to:
    - If a designated success manager is not actively fulfilling their role, the Provider must assign a qualified replacement within 15 business days and notify the District of the transition plan.
    - If the Provider remains noncompliant with key elements of the Implementation Success Plan for two consecutive months, the District may withhold the contingent payments until corrective actions are implemented.
    - If required professional learning sessions are not delivered as agreed, the Provider must conduct make-up sessions within 30 days and provide documentation of attendance and content covered.

        - The Provider must demonstrate engagement in a structured continuous improvement process, including scheduled progress check-ins, data-driven refinements, and stakeholder feedback.
    - Provides key reports needed to drive strong implementation and monitor process outcomes at the classroom, school, and district levels - e.g., attendance, participation, student performance, and other key metrics of engagement and progress - and details their availability, including how they can be accessed by all parties and the frequency with which they update.
        - If key reports needed to drive strong implementation and monitor process outcomes are not readily available, the provider will design a customized report to meet the needs of the partnership.

C. The Provider must ensure:
    - The platform is available and operational for users without significant downtime, ensuring reliable access to educational resources.
    - Secure user authentication mechanisms are in place to verify the identity of users and prevent unauthorized access (single sign-on).
    - The platform is interoperable with student information system and learning management system.
    - The platform is capable of handling anticipated users and content without significant performance degradation.
    - The platform has security measures including data encryption, user access controls, and protection against common cyber threats to safeguard user data and privacy.
    - Technical support is available within 24 hours to address any platform related issues or concerns.
        - Provide phone, email, and Zoom support year round

SECTION I: CONTINUOUS IMPROVEMENT

Continuous improvement workgroups will use data to measure impact and support informed, collaborative, and transparent decision-making by and between the District and the Provider. The District and the Provider will also convene no more frequently than every two weeks in evidence-based continuous improvement meetings, according to the Continuous Improvement Structure table below, to discuss Program implementation, progress on payment and process outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals.

In service of this partnership, the District and the Provider(s) will engage in collaboration and proactive problem-solving in order to more successfully achieve student outcomes. This includes but is not limited to weekly or bi-weekly data review and regular continuous improvement meetings that incorporate:

- Discussion of Program implementation
- Review of progress on payment and process outcomes
- Developing a plan to address challenges related to student engagement, attendance, and participation
- Informed, collaborative, and transparent decision-making by and between the District and the Provider
- Mutual problem-solving to achieve District goals

The District expects and requires the Provider to ensure the Provider's participants in the continuous improvement discussions are at the proper role and level in the organization to be able to act upon findings expeditiously. The Provider can expect and require the same of the District.

Continuous Improvement Structure			
	District Data Review Meeting	**District- Provider Coordination Meeting**	**District- Provider- School Data Review Meeting**
Purpose	• To discuss monthly data analysis • To highlight trends • To align on data story • To prepare to share with all relevant stakeholders	• To troubleshoot tutoring implementation challenges • To review process outcomes data and make real-lime program adjustments	• To support school-level data review & data story • To identify best practices, challenges, and changes to support continuous improvement
Stakeholders	• Academic Services • Accountability & Assessment • Region Leadership	• Academic Services • Provider	• Academic Services • Provider • School Site Administrator/Coordinator
Timing of Touchpoints	Monthly, 1 hour	Weekly, 1 hour	Bi-weekly, 15-30 min per school
Decision-Making	• Determine analyses to share, stories to highlight	• Collaboratively interpret data	• Elevate challenges and align on changes

**The following contract is a sample and modeled off of real contracts from Duval County Public Schools, Fresno Unified School District, and Uplift Education. For more contracting resources, including the Standards of Excellence by The Center for Outcomes Based Contracting, visit [OBC District Toolkit Archives - Outcomes Based Contracting](#).*

	• Approve report for release • Align on topics to discuss with provider	• Elevate challenges and align on changes (at school, provider, and district level)	• Determine what to share with school team

Continuous Improvement (CI) meetings may include but are not limited to the following stakeholders with the respective responsibilities:

Continuous Improvement Stakeholders	**Responsibilities**
Academic Services	Manage contract; coordinate among all stakeholders; support in developing and implementing changes Support alignment of instructional services to core curriculum; support data storytelling and learnings
Purchasing Services Team	Support contract execution and ongoing management
Accountability & Assessment Team	Lead data integration and analysis; support identifying data stories
Provider	Liaise between provider staff, schools, district; participate in developing and implementing changes Support development and implementation of real-time program changes Provides key reports needed to drive strong implementation and monitor process outcomes at the classroom, school, and district levels; including designing of customized reports to meet the needs of the partnership
School Site Leaders/ Coordinators	Support day-to-day instructional service implementation; participate in developing and implementing changes
Teachers	Support implementation of instructional services; liaise with coordinator/provider staff to support students
Students	Participate in services; provide in feedback on the program to support improvement

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SECTION J: TERMINATION

1. EARLY TERMINATION. If the Payment or process outcomes show that the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues, within 30 days of notice, the District may terminate the Contract early.

2. TERMINATION FOR CAUSE. The District may terminate this Agreement immediately without prior notice if the Provider fails to perform the Services in a manner satisfactory to the District as per specifications, including delivery as specified within.